1	FILED LODGED
2	RECEIVED
3	NOV 24 2021
4	CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA BY DEPUTY
5	
6	UNITED STATES DISTRICT COURT
7	WESTERN DISTRICT OF WASHINGTON
8	
9	Brenda M. Johnson
10.	Plaintiff(s), Case No. $3:21-0-052[2-8t5]$
11	1 Kule 1(L)
12	Tenote 4 15sucs
13	Defendant(s). * Remand to Supreme
14	TO THE CLERK OF THE ABOVE-ENTITLED COURT: You will please:
15	All Motions submitted by Blenda M. Johnson
16	Exhibit 1-34 Called History by United
17	States Dist court western wa
18	Includes motion 45 Resour
19	Disclosure 26
20	R , Ω 1
21	11/20 100 100 100 100 100 100 100 100 100 1
22	Dated Sign or use an "s/" and your name
23	Brenda M. Sonson Aptson
24	Taran - Wa 98402
25	Name, Address, and Phone Number of Counsel or Pro Se CP Y(4)
26	Date of the state

3:21-cv-05212-BHS

Corporate Offices

Wells Fargo 420 Montgomery Street San Francisco, CA 94104

Brenda Johnson talked to Jake gave him #last four of my social security, last four of back card used and claim number in which he had refused to assist me with claim#21031700127. Standard sop is three identify points in which I provided.

The issues

Brenda M Johnson a formal Wells Fargo employee and now in Judiciary department in Excutetive office of WSDOT. 2013- currently defined by 2014-NTS-00006.

The first call was handled by Travis in which I was transferred fully identify.

Travis released call after placing me on hold stating he had to find claim # 2103170012742 800-548-9554 appox 9:55 transferred occurred and 10:10am we were released.

Preston answered the next call at 10:16am and harassment proceeded about identification in which I am fully aware an support. The employees failure to protect my privacy and release funds EFT immediately after providing Confirmed email from store with a appology by email from Mattress Firm.

<u>Preston male gender did not follow my directive as a customer and past me to another repnamed Jessica. Again I asked for a Supervisor or Manager as a result I was past to a Manger named Jake. Please refer to phone calls.</u>

The Banks take classes on EFT and have to answer.

Brenda M Johnson being a women african american was retaliated for reporting not following standard federal regulations and charges for money in which was not a lone deducted unlawful with charge after a fraudulent charges was reported in December 2020 and credited back into my account in January 2021. The Bank unlawful assisted in a crime by paying someone who stole merchandise from me. The standard of operations is to do a police report in which I did and gave copies in advance of any investigation.

Fees 12.50 from my savings

Fees 68.62 approx deducted and paid to a merchant which did not provide a table with chairs as advertised to me.

Third incident claim# 2103170012742 which is in claim paragraph 1-3

10120219037-Jan 21 at 10:30 AM

ATM/Debit/Prepaid Card Claim Reference Number 20120211481

RE: Debit Card XXXX-XXXX-XXXX-0050

Complaint. 1 of 3

Department in Resolution- wellstargoecmo@wellstargo.com

Federal Reserve

The Electronic Fund Transfer Act (EFTA) (15 USC 1693 et seq.) ... comply with Regulation E in regard to the issuance of debit cards, terminal receipts, periodic.

26 CFR § 301.6311-2 - Payment by credit card and debit card. | CFR | US Law | LII ...

(ii) Debit card means any accepted card or other means of access as defined in section 903(1) of the Electronic Fund Transfer Act (15 U.S.C. 1693a(1)), including

Evidence

Electronic funds transfer PDF

© Consumer's right to stop payment — 12 cfr 1005

Official interpretation of 10© Consumer's Right to Stop Payment

<u>Show</u>

- (1) <u>Notice. A consumer may stop payment of a preauthorized electronic fund transfer from the consumer's account by notifying the financial institution orally or in writing at least three business days before the scheduled date of the transfer.</u>
- (2) Written confirmation. The financial institution may require the consumer to give written confirmation of a stop-payment order within 14 days of an oral notification. An institution that requires written confirmation shall inform the consumer of the requirement and provide the address where confirmation must be sent when the consumer gives the oral notification. An oral stop-payment order ceases to be binding after 14 days if the consumer fails to provide the required written confirmation.

Complaint. 2 of 3.

Case 3:21-cv-05212-BHS Document 1-1 Filed 03/20/21 Page 3 of 14

28 U.S.C. § 1331 (1970), provides: (a) The district courts shall have original jurisdiction of all civil actions wherein the matter in controversy exceeds the sum or value of \$10,000, exclusive of interest and costs, and arises under the Constitution, laws, or treaties of the United States.

2014-nts-00006

Brenda M Johnson is seeking damages over \$500,000.00 and any other legal remedies in which a court of law.

On March 20, 2021 Wells fargo denied me access to funds. Closed my card.

Talked to Shaw Paul told him I'm front of merchant to take hold off my card he denied me. I gave notice that I would be filing the Complaint today 03/20/2021 also advised this was retaliation.

Charges case 551-2014-01557: Charges no.551-2018-03147

6 u.sc. 1142 and 1131 aug 22, 2014 documented on the institution profile

AFFIDAVIT

I. Brenda M. Johnson, do hereby certify that the statements and allegations set forth in the foregoing Motion and the accompanying evidence and testimony are true and accurate to the best of my knowledge and belief excited on March 18, 2021 mailed copy by email amendment on Complaint March 20, 2021 at 12:31 pm. Jury demand

Violations of petition 3 day rescinded \$229.00 and \$33.00

<u>First amendment constitutional right violation and tenth amendment constitutional right violation.</u>

The institution did not have my authority to cancel card .

Hate crime -WELLS FARGO EASYPAY®

Account number ending in...8922

\$160.01

/s/Brenda M Johnson

311 South 9 th St Apt 501

Tacoma wa 98402

brendajtacoma@aol.com

253-732-7996

Word 647 Complaint

3 of 3

Well fargo is in violations of crediting money back to client in which they have neglected it's financial obligations to their customer Brenda M Johnson . The transactions are :

10120219037 \$34.98 merchant 4029357733, 20120211481 \$33.98 merchant 40293757733

Brenda M Johnson is covered \$250,000.00 by Contractual agreement coverage for deposited money with in agency. The employees have willfully disregarded it's legal responsibility's.

The transactions were reported timely with out receiving merchandise from vendor.

Skip to main content



Toggle navigation

1. <u>LII</u>	

- 2. U.S. Code
- 3. Title 15
- 4. CHAPTER 96
- 5. SUBCHAPTER I

6. § 7001

15 U.S. Code § 7001 - General rule of validity

- U.S. Code
- Notes

prev | next

(a)IN GENERALNotwithstanding any statute, regulation, or other rule of law (other than this subchapter and subchapter II), with respect to any <u>transaction</u> in or affecting interstate or foreign commerce—

(1)

a signature, contract, or other <u>record</u> relating to such <u>transaction</u> may not be denied legal effect, validity, or enforceability solely because it is in <u>electronic</u> form; and

(2)

a contract relating to such <u>transaction</u> may not be denied legal effect, validity, or enforceability solely because an <u>electronic signature</u> or <u>electronic record</u> was used in its formation.

(b) Preservation of rights and obligations This subchapter does not—

(1)

limit, alter, or otherwise affect any <u>requirement</u> imposed by a statute, regulation, or rule of law relating to the rights and obligations of <u>persons</u> under such statute, regulation, or rule of law other than a <u>requirement</u> that contracts or other <u>records</u> be written, signed, or in nonelectronic form; or

(2)

require any <u>person</u> to agree to use or accept <u>electronic records</u> or <u>electronic signatures</u>, other than a governmental agency with respect to a <u>record</u> other than a contract to which it is a party.

(c)CONSUMER DISCLOSURES

(1)Consent to Electronic Records Notwithstanding subsection (a), if a statute, regulation, or other rule of law requires that information relating to a transaction or transactions in or affecting interstate or foreign commerce be provided or made available to a consumer in writing, the use of an electronic record to provide or make available (whichever is required) such information satisfies the requirement that such information be in writing if—

(A)

the consumer has affirmatively consented to such use and has not withdrawn such consent;

Case 3:21-cv-05212-BHS Document 20 Filed 11/24/21 Page 7 of 25

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(B) the consumer, prior to consenting, is provided with a clear and conspicuous statement—

(i)

informing the <u>consumer</u> of (I) any right or option of the <u>consumer</u> to have the <u>record</u> provided or made available on paper or in nonelectronic form, and (II) the right of the <u>consumer</u> to withdraw the consent to have the <u>record</u> provided or made available in an <u>electronic</u> form and of any conditions, consequences (which may include termination of the parties' relationship), or fees in the event of such withdrawal;

(ii)

informing the <u>consumer</u> of whether the consent applies (I) only to the particular <u>transaction</u> which gave rise to the obligation to provide the <u>record</u>, or (II) to identified categories of <u>records</u> that may be provided or made available during the course of the parties' relationship;

(iii)

describing the procedures the <u>consumer</u> must use to withdraw consent as provided in clause (i) and to update information needed to contact the <u>consumer</u> electronically; and

(iv)

informing the <u>consumer</u> (I) how, after the <u>consumer</u> may, upon request, obtain a paper copy of an <u>electronic record</u>, and (II) whether any fee will be charged for such copy;

(C)the consumer-

(i)

prior to consenting, is provided with a statement of the hardware and software <u>requirements</u> for access to and retention of the <u>electronic records</u>; and

(ii)

consents electronically, or confirms his or her consent electronically, in a manner that reasonably demonstrates that the <u>consumer</u> can access <u>information</u> in the <u>electronic</u> form that will be used to provide the <u>information</u> that is the subject of the consent; and

(D)after the consent of a <u>consumer</u> in accordance with subparagraph (A), if a change in the hardware or software <u>requirements</u> needed to access or retain <u>electronic records</u> creates a material risk that the <u>consumer</u> will not be able to access or retain a subsequent <u>electronic record</u> that was the subject of the consent, the <u>person providing</u> the <u>electronic record</u>—

(i)

provides the <u>consumer</u> with a statement of (I) the revised hardware and software <u>requirements</u> for access to and retention of the <u>electronic records</u>, and (II) the right to withdraw consent without the imposition of any fees for such withdrawal and without the imposition of any condition or consequence that was not disclosed under subparagraph (B)(i); and

(ii)

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again complies with subparagraph (C).

(2)OTHER RIGHTS

(A)Preservation of consumer protections

Nothing in this subchapter affects the content or timing of any disclosure or other <u>record</u> required to be provided or made available to any <u>consumer</u> under any statute, regulation, or other rule of law.

(B) Verification or acknowledgment

If a law that was enacted prior to this chapter expressly requires a <u>record</u> to be provided or made available by a specified method that requires verification or acknowledgment of receipt, the <u>record</u> may be provided or made available electronically only if the method used provides verification or acknowledgment of receipt (whichever is required).

(3) EFFECT OF FAILURE TO OBTAIN ELECTRONIC CONSENT OR CONFIRMATION OF CONSENT

The legal effectiveness, validity, or enforceability of any contract executed by a <u>consumer</u> shall not be denied solely because of the failure to obtain <u>electronic</u> consent or confirmation of consent by that <u>consumer</u> in accordance with paragraph (1)(C)(ii).

(4)PROSPECTIVE EFFECT

Withdrawal of consent by a <u>consumer</u> shall not affect the legal effectiveness, validity, or enforceability of <u>electronic records</u> provided or made available to that <u>consumer</u> in accordance with paragraph (1) prior to implementation of the <u>consumer</u>'s withdrawal of consent.

A <u>consumer</u>'s withdrawal of consent shall be effective within a reasonable period of time after receipt of the withdrawal by the provider of the <u>record</u>. Failure to comply with paragraph (1)(D) may, at the election of the <u>consumer</u>, be treated as a withdrawal of consent for purposes of this paragraph.

(5)PRIOR CONSENT

This subsection does not apply to any <u>records</u> that are provided or made available to a <u>consumer</u> who has consented prior to the effective date of this subchapter to receive such <u>records</u> in <u>electronic</u> form as permitted by any statute, regulation, or other rule of law.

(6)ORAL COMMUNICATIONS

An oral communication or a recording of an oral communication shall not qualify as an <u>electronic record</u> for purposes of this subsection except as otherwise provided under applicable law.

(d) RETENTION OF CONTRACTS AND RECORDS

(1)Accuracy and accessibility if a statute, regulation, or other rule of law requires that a contract or other record relating to a <u>transaction</u> in or affecting interstate or foreign commerce be retained, that <u>requirement</u> is met by retaining an <u>electronic record</u> of the <u>information</u> in the contract or other record that—

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accurately reflects the information set forth in the contract or other record; and

(B)

remains accessible to all <u>persons</u> who are entitled to access by statute, regulation, or rule of law, for the period required by such statute, regulation, or rule of law, in a form that is capable of being accurately reproduced for later reference, whether by transmission, printing, or otherwise.

(2)EXCEPTION

A <u>requirement</u> to retain a contract or other <u>record</u> in accordance with paragraph (1) does not apply to any <u>information</u> whose sole purpose is to enable the contract or other <u>record</u> to be sent, communicated, or received.

(3)ORIGINALS

If a statute, regulation, or other rule of law requires a contract or other <u>record</u> relating to a <u>transaction</u> in or affecting interstate or foreign commerce to be provided, available, or retained in its original form, or provides consequences if the contract or other <u>record</u> is not provided, available, or retained in its original form, that statute, regulation, or rule of law is satisfied by an <u>electronic record</u> that complies with paragraph (1).

(4)CHECKS

If a statute, regulation, or other rule of law requires the retention of a check, that <u>requirement</u> is satisfied by retention of an <u>electronic record</u> of the <u>information</u> on the front and back of the check in accordance with paragraph (1).

(e) ACCURACY AND ABILITY TO RETAIN CONTRACTS AND OTHER RECORDS

Notwithstanding subsection (a), if a statute, regulation, or other rule of law requires that a contract or other record relating to a transaction in or affecting interstate or foreign commerce be in writing, the legal effect, validity, or enforceability of an electronic record of such contract or other record may be denied if such electronic record is not in a form that is capable of being retained and accurately reproduced for later reference by all parties or persons who are entitled to retain the contract or other record.

(f)PROXIMITY

Nothing in this subchapter affects the proximity required by any statute, regulation, or other rule of law with respect to any warning, notice, disclosure, or other <u>record</u> required to be posted, displayed, or publicly affixed.

(g)NOTARIZATION AND ACKNOWLEDGMENT

If a statute, regulation, or other rule of law requires a signature or <u>record</u> relating to a <u>transaction</u> in or affecting interstate or foreign commerce to be notarized, acknowledged, verified, or made under oath, that <u>requirement</u> is satisfied if the <u>electronic signature</u> of the <u>person</u> authorized to perform those acts, together with all other <u>information</u> required to be included by other applicable statute, regulation, or rule of law, is attached to or logically associated with the signature or <u>record</u>.

(h)ELECTRONIC AGENTS

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A contract or other <u>record</u> relating to a <u>transaction</u> in or affecting interstate or foreign commerce may not be denied legal effect, validity, or enforceability solely because its formation, creation, or delivery involved the action of one or more <u>electronic agents</u> so long as the action of any such electronic agent is legally attributable to the <u>person</u> to be bound.

(i)INSURANCE

It is the specific intent of the Congress that this subchapter and subchapter II apply to the business of insurance.

(j)INSURANCE AGENTS AND BROKERS An insurance agent or broker acting under the direction of a party that enters into a contract by means of an <u>electronic record</u> or <u>electronic signature</u> may not be held liable for any deficiency in the <u>electronic procedures</u> agreed to by the parties under that contract if—

(1)

the agent or broker has not engaged in negligent, reckless, or intentional tortious conduct;

(2)

the agent or broker was not involved in the development or establishment of such <u>electronic</u> procedures; and

(3)

the agent or broker did not deviate from such procedures.

(Pub. L. 106-229, title I, § 101, June 30, 2000, 114 Stat. 464.)

Brenda M. Johnson shall seek filing liability remedies for damages sustained by non compliance of laws to protect consumer with cost which may occur for taking action under 5, million dollars.

Note: action have been answered with letter without credit of money to Customer.

January 21, 2021

s/Brenda M. Johnson

311 South 9 th St Apartment 501

Tacoma wa 98402

253-213-2862

Email correspondence sent by fiduciary on January 20, 2021 - January 21, 2021

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Case 3:21-cv-05212-BHS Document 1-1 Filed 03/20/21 Page 11 of 14

United States District Court sf329c-5 form and Judgment in civil actions Inventory Judgment: Sent 01/30/2021 1. Catholic Community Services \$40,000,000.000 2. Terry Lee Rembert \$ 2,634,301.99 3. Robert J Bryan \$ 500,000.00 4. Pioneer Human Services \$ 16,037,000.00 5. Electronic Transaction Consultants\$29,422,904,043.02 6. Commissioner Social Security \$ 500,000.00

______Subtotal: \$69,442,575,345.01 500,000.00 7. TPD 02/01/2021 \$69,443,075,345.01

4000000000. + 263430199+500000+16037000+2942290404302+500000+500000 CCS-TLRembert-RJB-Pioneer-ETCC-CSS(7) Tacoma Police done on 02/01/2021, Emerald Queen done 02/02/2021, Pierce County done 02/02/2021(10)Tacoma Housing 02/02/2021, Department of Social Health 02/02/2021, Anthony Katsaros Victoria Manor 02/02/2021, Gary Lui 02/02/2021, (15)

Brenda M. Johnson 311 South 9th St APT 501 Tacoma WA. 98402 (253)381-0184 Made Jan. 31, 2021

Feb. 02, 2021 invoice update 6:29 am

\$69,443,075,345.01

Emerald Queen \$500,000.00

Pierce County \$500,000.00

Gary Lui \$500,000.00

Anthony Katsaros\$500,000.00

Subtotal:\$69,445,075,345.01

Tacoma Housing 500,000.00

Department of Social Health

\$500,000.00

WSDOT 29,422,904,043.02

Subtotal: \$98,888,979,388.03

Case 3:21-cv-05212-BHS Document 1-1 Filed 03/20/21 Page 12 rof 14

Office of the Secretary of State Corporations & Charities Division Tel: 360.725.0377

Physical/Overnight address Mailing Address

Olympia, WA 98501-1226

801 Capitol Way S

PO Box 40234

Olympia, WA 98504-0234

www.sos.wa.gov/corps

This Box For Office Use Only

Secretary of State State of Washington Date Filed: 01/11/2021 Effective Date: 01/11/2021 UBI No: 601 742 563

Renewal Period:

Date: 07/01/2019 To: 06/30/2022

Total Fees Due: 180,00

New Expiration Date: 06/30/2022

BANK ANNUAL REPORT **RCW 30A RCW 23.95**

All fields required unless otherwise specified				
(1) Business Name: WELLS FARGO BANK, NATIO	NAL ASSOCIATION UBI: 601 742 563			
(2) State of Incorporation: UNITED STATES, SOUT	TH DAKOTA Inc./Qual. Date: 06/02/2005			
Attention: Future Annual Reports will be n	nailed to the principal office mailing address listed below.			
Street Address (Must be a physical address; No PO Box or PMB)	ness's records are kept (main office under National Bank Act is 101 North Phillips Avenue, Sioux Falls, SD 57104) Mailing Address (optional) Check if mailing address is the same as street address.			
Address: 464 California Street	Address: 90 S. 7th Street, 17th Floor			
	MAC N9305-176			
Zip: 954104 City: San Francisco State: CA Country: United States of America	Zip: 55402 City: Minneapolis State: MN Country: United States of America			
State: CA Country: United States of America	State: MN Country: United States of America			
Phone: (optional) 612-316-4984 En	nail: (optional) Linda. Yang4@wellsfargo.com			
(4) Governor(s): List at least one, attach additional pages if in Name: SEE ATTACHED EXHIBIT A Name: (5) Nature of Business: Briefly describe the type of business Bank (Loans, including home mortgages, & other banking	Name: Name: Name: ness your business conducts in the state of Washington			
(6) RETURN ADDRESS FOR THIS FILING: (0)	odonal)			
경기에는 사용하는 것이 되었다면 하는 것이 되었다면 하는 것이 되었다면 사용하는 것이 되었다면 가장이다. [20] [1] [2] [2] [2] [3] [4] [4] [4] [4] [4] [4] [4] [4] [4] [4	filing will be sent to the address below, in addition to the Principal			
Attention: Linda Yang	Email: Linda.Yang4@wellsfargo.com			
Address: 90 S. 7th Street, 17th Floor, MAC N9305-176				
	te: MN Zip: 55402			
(7) I hereby certify, under penalty of law, that the requirements of state law.	above information is accurate and complies with the filing			
Signature of Authorized Person:	inda Ohane Date: 1/5/2021			
Print Name and Title (if applicable): Linda Yang, Assi				
tone: (optional) 612-316-4984 Email: (optional) Linda. Yang4@wellsfargo.com				

EXHIBIT A

WELLS FARGO BANK, NATIONAL ASSOCIATION UBI 601 742 563

Directors and Officers Designated as Executive Officers

Directors

Mark A. Chancy Theodore F. Craver Jr. Maria R. Morris - Interim Chair Richard B. Payne, Jr. Juan A. Pujadas Charles W. Scharf

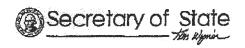
Officers Designated as Executive Officers

Charles W. Scharf	Chief Executive Officer and President
Muneera S. Carr	Executive Vice President, Chief Accounting Officer, and Controller
William M. Daley	Vice Chairman of Public Affairs
Derek A. Flowers	Senior Executive Vice President and Head of Strategic Execution and Operations
David Galloreese	Senior Executive Vice President and Head of Human Resources
Mary T. Mack	Senior Executive Vice President and CEO of Consumer & Small Business Banking
Amanda G. Norton	Senior Executive Vice President and Chief Risk Officer
Lester J. Owens	Senior Executive Vice President and Head of Operations
Ellen R. Patterson	Senior Executive Vice President and General Counsel
Petros G. Pelos	Senior Executive Vice President and CEO of Commercial Banking
Scott E. Powell	Senior Executive Vice President and Chief Operating Officer
Michael P. Santomassimo	Senior Executive Vice President and Chief Financial Officer
Kleber R. Santos	Senior Executive Vice President and Head of Diverse Segments, Representation &
	Inclusion
Barry Sommers	Senior Executive Vice President and CEO of Wealth & Investment Management
Saul Van Beurden	Senior Executive Vice President and Head of Technology
Michael S. Weinbach	Senior Executive Vice President and CEO of Consumer Lending
Jonathan G. Weiss	Senior Executive Vice President and CEO of Corporate & Investment Banking
Ather Williams III	Senior Executive Vice President and Head of Strategy, Digital Platform, and
	Innovation

Work Order #: 2021010700011589 - 1

Received Date: 01/07/2021 Amount Received: \$230.00

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Corporations & Charities Division 801 Capitol Way South PO Box 40234 Olympia, WA 98504-0234

Tel; 360.725.0377

Front	Desk	Trai	rsaction	n Reg	uest	Form
				_		

XX Expedite (\$50) Front Desk (\$50) ☐ Routine (Drop off - 2-3 Business Days) (Drop Off - 10 business days) (Wait/Immediate Service)

ACCUFACTS RESEARCH CORP.

P.O. BOX 514

597554-005 \$180.00+\$50=

TOTAL DUE:

OLYMPIA, WA 98507

360-956-3990

MC

\$230.00	JANITA@ACC	CUFACT	SRESEA	RCH.CC
WELLS FARGO BAN	IK, NATIONAL A	ASSOCIA	TION	Request
Type of Transactions:				
A. Formation/Articles/Registrati	lon			
B. Amendment C. Merger or Conversion				
D. Annual Report, Amended Re	port, Reinstatement			
☐ E. Apostille or Authentication	·	ountry:		
F. Other				
G. Long Form Certificate of Exis	tence			
H. Short Form Certificate of Exis	stence			
☐ I. Photo Copies	. [Charter Docs	Other:	
J. Certified Copies	С	I Charter Docs	Other:	
PSERVICETYPE	EEE T.		NOTES:	
Filing				
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Certificates				
Records Other				
Other				
Expedite Fee				

Query Reports <u>U</u>tilities Help

3:21-cv-05212-BHS Johnson v. Wells Fargo

Benjamin H. Settle, presiding
Date filed: 03/20/2021
Date terminated: 09/15/2021
Date of last filing: 11/17/2021

History

Doc. No.	Dates		Description
1	Filed: Entered:	03/20/2021 03/23/2021	Application
<u>2</u>	Filed: Entered:	03/23/2021	Notice of Related Case
3	Filed & Entered:	03/23/2021	Case/IFP Deficiency Letter
<u>5</u>	Filed & Entered: Terminated:	06/29/2021 08/23/2021	Motion for Leave to Proceed In Forma Pauperis
	Filed & Entered: Terminated:	07/15/2021 08/23/2021	Motion Calendar
<u>6</u>	Filed & Entered:	07/15/2021	Order to Show Cause
7	Filed & Entered: Terminated:	08/23/2021 09/14/2021	Report and Recommendations
8	Filed: Entered:	09/09/2021 09/10/2021	Proposed Document(s)
9	Filed: Entered:	09/09/2021 09/10/2021	Praecipe-Other
V1	Filed & Entered:	09/10/2021	Motions Referred
10	Filed & Entered:	09/10/2021	Motion for Recusal
	Terminated:	09/14/2021	

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AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was rec	This summons for (nate)	me of individual and title, if an	y)	II.
	☐ I personally served	the summons on the indi		
			on (date)	; or
	☐ I left the summons	at the individual's reside	nce or usual place of abode with (name)	
		,	a person of suitable age and discretion who res	sides there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the summe	ons on (name of individual)		, who is
	designated by law to	accept service of process	on behalf of (name of organization)	
			on (date)	; or
	☐ I returned the summ	mons unexecuted because		; or
	☐ Other (specify):			
	My fees are \$	for travel and \$	for services, for a total of \$	0.00
	I declare under penalt	y of perjury that this info	ermation is true.	
Date:		_		
			Server's signature	
		_	Printed name and title	
		_	Server's address	

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

CMILD STATE	for the
Western Dist	trict of Washington
Brenda M. Johnson)))
Plaintiff(s) v. United States, Wellsfargo) Civil Action No. 3:21-cv-05212-BHS)
Defendant(s))
SUMMONS	IN A CIVIL ACTION
máy order that service b person specially appoint	ecretary o.com th floor, Mac N9305-176 neone Specially Appointed. At the plaintiff's request, the court be made by a United States marshal or deputy marshal or by a
A lawsuit has been filed against you.	
are the United States or a United States agency, or an of P. 12 (a)(2) or (3) — you must serve on the plaintiff an	m
If you fail to respond, judgment by default will You also must file your answer or motion with the cour	be entered against you for the relief demanded in the complaint. t.
	CLERK OF COURT
Date:	

Signature of Clerk or Deputy Clerk

Case 3:21-cv-05212-BHS Document 20 Filed 11/24/21 Page 19 of 25

Case 3:21-cv-05539-BHS Document 5 Filed 08/04/21 Page 3 of 5

AO 398 (Rev. 01/09) Notice of a Lawsuit and Request to Waive Service of a Summons

United States District Court

for the

Western_ District of Washington

BRENDA M Johnson)	
Plaintiff v.)))	Civil Action No. 3; 21-CV-05539-loh3
Pioneer Human Services, Karen Lee, Amber Miller,		
Heather Mustapha and DBA		
Defendant)	

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

Го:) Pioneer Human Services, Karen Lee, Amber Miller, Heather Mustapha et. al

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)

from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Case 3:21-cv-05539-BHS Document 5 Filed 08/04/21 Page 4 of 5

Date: July 26 2021

/s Brenda M Johnson

Brenda M Johnson

Signature of the attorney or uhrepresented party

Printed name

311 South 9 th Street Apt 501

Tacoma Washington 98402

Address

brendajtacoma@aol.com

E-mail address

Telephone number



Notice Pioneer Human Services,



me

brendajtacoma@aol.com. Show less

To Michelle Cash michelle.cash@p-h-...om

KL Karen Lee karen lee @p-h-s.com

Eron Z. Cannon er in@favros.com

erine@favors.com rine@favors.co

Oc U.S. Office of Special Counsel certification

zebularm@atg.wa.gov zebularm@atg.wa...

criminal.division@usdoj.gov crimi divi...

BRENDA JOHNSON brendajtacoma@ao

Jul 26 at 1:40 PM

@ 2 attachments

Fwd Attorney General Merrick B. Garland





1627330539....pdf









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Case 3:21-cv-05212-BHS Document 20 Filed 11/24/21 Page 22 of 25

Case 3:21-cv-05539-BHS Document 5 Filed 08/04/21 Page 1 of 5

-	FILED LODGED RECEIVED
	AUG 04 2021 ab
ву	CLERKUS DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA DEPUTY

"I Brenda M Johnson certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":

I mailed response to order to show cause to Defendants and filed gave a copy of notice of filing suit complaint, wavier of summons and gave motion of Injunction July 28, 2021. order of restraining order on August 3, 2021 in District Court Western District Court of Washington, District Court Mestern District Court of Washington, District Matien Williams Services, Erine E. Ehlert Eron Zachary Cannon Favor Anderson

(Date and Place)

Vanderhoff

August 03, 2021 Pierce County, Tacoma Washington

Brenda M Johnson

311 South 9 th Street Apt 501

Tacoma Washington Ave

Tacoma Washington 98402

brenda tacoma aol.com

3:21-CV-05539-6hs

Case 3:21-cv-05539-BHS Document 5 Filed 08/04/21 Page 2 of 5



DOWNTOWN TACOMA 1102 A ST TACOMA, WA 98402-9998 (800)275-8777

		10:52 AM
Qty	Unit Price	:Price
1	\$0.75	\$0.75
		\$0.75
		\$1.00 -\$0.25
		Price

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UFN: 548334-0055

Receipt #: 840-59800352-2-4686441-2

Clerk: 22

3:21-cv-05539-bhs

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Select A Case

Brenda M Johnson is a plaintiff in 20 cases.

2:19-cv- 00337-RAI	Johnson v. Electronic Transaction Consultants Corporation et al	filed 03/05/19	closed 07/23/19
2:19-cv- 00862-RSM	Johnson v. Washington State Department of Transportation et al	filed 06/04/19	closed 09/10/19
3:14-cv- 05872-RJB	Johnson v. Electronic Transaction Consultants Corporation	filed 10/31/14	closed 12/07/15
3:16-cv- 05727-RJB	Johnson v. City of Lakewood et al	filed 08/18/16	closed 02/08/17
3:17-cv- 06009-RJB	Johnson v. Electronic Transaction Consultants Corporation et al	filed 12/06/17	closed 03/26/18
3:19-cv- 05174-BHS	Johnson v. Department of Social and Health Services et al	filed 03/07/19	closed 05/17/19
3:19-cv- 05316-BHS	Johnson v. Catholic Community Services et al	filed 04/19/19	closed 02/26/20
3:19-cv- 05375-BHS	Johnson v. Share and Care Housing et al	filed 05/03/19	closed 06/10/19

3:19-cv- 05529-RJB	Johnson v. Rembert et al	filed 06/11/19	closed 12/05/19
3:20-cv- 05331-RJB	Johnson v. Rembert et al	filed 03/27/20	closed 06/16/20
3:20-cv- 05548-RJB	Johnson v. Tacoma Police et al	filed 06/08/20	closed 10/05/20
3:20-cv- 05857-MJP	Johnson v. Electronic Transaction Consultants LLC	filed 08/22/20	closed 12/08/20
3:20-cv- 06031-RJB	Johnson v. United States of America et al	filed 10/18/20	closed 01/11/21
3:20-cv- 06058-RAI	Johnson v. Commissioner of Social Security	filed 10/20/20	
3:20-cv- 06180-BHS	Johnson v. United States et al	filed 11/30/20	closed 03/26/21
3:21-cv- 05212-BHS	Johnson v. Wells Fargo	filed 03/20/21	closed 09/15/21
3:21-cv- 05225-RJB	Johnson v. United States et al	filed 03/29/21	closed 09/14/21
3:21-cv- 05242-MJP	Johnson v. United States et al	filed 04/03/21	closed 09/08/21
3:21-cv- 05539-BHS	Johnson v. Miller et al	filed 07/28/21	closed 11/15/21
3:21-cv- 05841-DGE	Johnson v. Pierce County et al	filed 11/17/21	